

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

NICOLAS LOPEZ,

Plaintiff,

vs.

FARMERS INSURANCE COMPANY,
INC., a foreign corporation, d/b/a
Farmers Insurance Group,

Defendant.

09-2010-4000
FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

MAY 10 2010

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

PETITION

Judge Gray

COMES NOW the plaintiff, Nicolas Lopez, and for his cause of action against the defendant, Farmers Insurance Company, Inc., states as follows:

1. Nicolas Lopez is a resident of Oklahoma County, Oklahoma, and Farmers Insurance Company, Inc., is a foreign corporation engaged in the business of selling insurance policies within the State of Oklahoma.

2. On or about February 10, 2009, an insurance policy sold by the defendant and purchased by the plaintiff was in full force and effect. The defendant identified the policy with the number 09-12238600. The policy provided coverage for loss to the plaintiff's home premises building due to damage caused by wind and/or hail.

3. On or about February 10, 2009, the plaintiff's roof sustained wind and/or hail damage and the interior of the home sustained water damage.

4. After that date the plaintiff filed a claim with the defendant pursuant to the above-referenced policy. At all times relative to said claim, the plaintiff fully complied with the terms and conditions of the policy.

5. On or about November 2, 2009, the defendant denied the plaintiff's claim for hail and water damage on the alleged basis that no wind and/or hail damage occurred

to the roof and that any damage present was the result of wear and tear. The defendant's actions amount to a total disregard of obvious evidence, which supported coverage and required payment of the plaintiff's claim.

6. The defendant owed a duty of good faith and fair dealing to the plaintiff, which obligated the defendant to investigate fully and pay the plaintiff's entire claim.

7. By ignoring obvious evidence and by failing to pay the plaintiff's entire claim, the defendant breached its duty of good faith and fair dealing owed to the plaintiff.

8. The actions of the defendant were made in reckless disregard of its duties and obligations owed to the plaintiff. The defendant acted intentionally and with malice by failing to pay the plaintiff's claim and by disregarding obvious evidence of damage. The defendant should be punished for engaging in reckless, intentional and malicious conduct and to serve as an example to the defendant and others who might attempt the same type of conduct.

9. The actions and/or omissions of the defendant have inflicted devastating financial consequences and other injury and damages upon the plaintiff.

WHEREFORE, premises considered the plaintiff prays for a money judgment against the defendant in an amount equal to the actual damages incurred for the repair of the roof and for damages for the defendant's breach of the implied duty of good faith and fair dealing, as a tortuous breach of contract, together with interest and costs. Additionally, the plaintiff prays for punitive damages against the defendant and for such additional relief as this Court deems equitable.

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